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Attorneys for Defendant Trailhead Federal Credit Union

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

HUDSON INSURANCE COMPANY, a
Delaware corporation

Plaintiff,

v.

VOLANTE MOTORS, LLC, an Oregon
Limited liability company; VINCENT
MCKOWEN, an individual; UNITED FINANCE
CO., an Oregon corporation; UNITED AUTO
CREDIT CORPORATION, a California
Corporation; CIG FINANCIAL, LLC, a
California limited liability company; LOBEL
FINANCIAL CORPORATION, a California
Corporation; and TRAILHEAD FEDERAL
CREDIT UNION, an Oregon corporation

Defendants.

Case No. 3:18-CV-00622-MO

**ANSWER OF TRAILHEAD FEDERAL
CREDIT UNION**

For its Answer to the First Amended Complaint, defendant Trailhead Federal Credit Union ("Trailhead") alleges as follows:

1. Trailhead admits that it is now, and at all relevant times herein was, a federal credit union with its principal place of business in Multnomah County, Oregon.

2. Trailhead admits that it has a claim against the interpleaded funds herein, arising out of the circumstances set forth. On or about August 8, 2017, Trailhead financed the purchase of a 2012 Chevrolet (Malibu) from defendant Volante Motors, LLC. Attached hereto, marked Exhibit 1

1 and incorporated by reference herein is a copy of the Loan Advance Disclosure and Consumer Loan
2 Agreement reflecting the terms of the financed loan, indicating the principal amount of \$9,335.00.
3 Attached hereto, marked Exhibit 2 and incorporated by reference herein is a copy of the Bill of Sale
4 for the referenced vehicle being purchased from Volante Motors, LLC, with a balance due of
5 \$9,335.00. Attached hereto, marked Exhibit 3 and incorporated by reference herein is a copy of the
6 check payable to defendant Volante Motors, LLC in the sum of \$9,335.00, issued by Trailhead.

7 3. Defendant Volante Motors, LLC failed and refused to provide Trailhead with the
8 Certificate of Title identifying Trailhead as the secured party for the referenced vehicle. Without the
9 title, Trailhead is unable to repossess the vehicle.

10 4. The principal balance remaining owing to Trailhead is not less than \$9,301.78, for
11 which claim is made herein, together with interest accruing thereon at the rate of 15.74% per annum
12 from September 25, 2017, until paid, plus late charges of \$50.00. Trailhead is entitled to recovery of
13 its attorney fees and court costs incurred herein, as provided by terms of Exhibit 1.

14 5. Except as admitted herein, Trailhead is without sufficient information or belief upon
15 which to admit or deny any of the other allegations contained in the First Amended Complaint, and
16 upon such basis denies each and every other allegation.

17 WHEREFORE, Trailhead Federal Credit Union requests that it receive its pro rata share of
18 the interpleaded funds based upon its claim amount of \$9,301.78, together with interest accruing
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1 thereon at the rate of 15.74% per annum from September 25, 2017, until paid, together with late
2 charges of \$50.00, its attorney fees and court costs incurred herein.

3 Dated this 13th day of June, 2018.

4 SCARBOROUGH, McNEESE,
5 OELKE & KILKENNY, P.C.

6 By s/ Peter C. McCord
7 Peter C. McCord, OSB No. 721570
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9 Lake Oswego, Oregon 97035-8682
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12 E-mail: pcm@smoklaw.com
13 Attorneys for Trailhead Federal Credit Union
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LOAN ADVANCE DISCLOSURE (FIXED RATE)

 tel: 503.220.2592
 TF: 800.942.9408

 fax: 503.228.6770
 www.trailheadcu.org

This Loan Advance Disclosure is issued as part of your Consumer Loan Agreement

Member Name I'SHANIQUE PANKEY

Account No. 920676

Loan No. 01

Principal Amount \$ 9335.00

Co-Borrower Name

Date of Loan 08/08/2017

Interest Rate 15.740%

Truth-in-Lending Disclosure Statement

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

15.740 %

FINANCE CHARGE

The dollar amount the credit will cost you

\$ 4251.57

Amount Financed

The amount of credit provided to you or on your behalf.

\$ 9335.00

Total of Payments

The amount you will have paid after you have made all payments as scheduled.

\$ 13586.57

PAYMENT SCHEDULE

Your loan payment schedule will be:

Number of Payments

59

Amount of Payments

\$ 226.45

When Payments are Due

09/15/2017

1

\$ 226.02

08/15/2022

Late Fee. If a payment is more than 10 days late, you will pay a late fee of 10% of the interest due or \$50, whichever is less.

Security. To secure this loan you grant the Credit Union a security interest in the following described collateral:

Shares Pledged Account No. Amount \$0.00

Motor Vehicle Year 2012 Make CHEVROLET Model MALIBU LS VIN 1G1ZB5E06CF141849

Other

 Also, you grant the Credit Union a security interest in all your shares and deposits with the Credit Union. **Collateral securing this loan also secures all your obligations to the Credit Union under the Consumer Loan Agreement or any other loan agreement (including credit cards), except loans secured by real estate or a dwelling.** Collateral securing other loans also secures this loan.

Filing Fees \$

Property Insurance You may obtain property insurance from anyone you want that is acceptable to the Credit Union.

Prepayment: If you pay off early, you will not have to pay a penalty. No portion of the prepaid finance charge (if applicable) will be refunded to you.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit of pledged shares.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date. (e means estimate)

Payment Protection. Payment Protection is optional and voluntary and not a condition for obtaining a loan or line of credit.

 Are you interested in having your loan protected? ☐ Yes ☒ No

(If you answer YES, Trailhead Federal Credit Union will disclose the cost of this payment protection to you. A separate election that discloses the terms and conditions must be signed for protection to be effective.)

ITEMIZATION OF AMOUNT FINANCED

Amount Financed: \$ 9335.00

Amounts paid to others on your behalf: \$9335.00

Amount given to you directly: \$

\$ \$9335.00

to: VOLANTE MOTORS

Amount paid on your account: \$

\$

to:

Prepaid Finance Charge: \$

\$

to:

Loan Agreement Signatures: You promise to pay this Consumer Loan and you grant the Credit Union a security interest in the collateral described above in accordance with your Consumer Loan Agreement. You agree this Loan Advance Disclosure is part of and integrated with your Consumer Loan Agreement. If you are signing as a Grantor, you agree only to grant a security interest, and you are not personally liable for this debt.

Member

Date

Co-Borrower

Date

Grantor

Date

Grantor

Date

FOR CREDIT UNION USE ONLY

Advance funds by:

CHECK TO DEALERSHIP

Date:

8/8/17

Disbursed by:

J.HAYES

Exhibit 1

Page 1 of 4



CONSUMER LOAN AGREEMENT

tel: 503.220.2592
TF: 800.942.9408

fax: 503.228.6770
www.trailheadcu.org

This Consumer Loan Agreement ("Agreement") governs your Loan accounts with Trailhead Federal Credit Union. In this Agreement the terms "you" and "your" mean each person who signs the Consumer Loan Application, an Advance Disclosure or this Agreement as a borrower or owner of collateral, as applicable. The term "Credit Union" means Trailhead Federal Credit Union.

1. Consumer Loan Documents

Under this Agreement you are establishing an ongoing Loan relationship with the Credit Union. You may request and receive Consumer Loans from time to time and you may establish a Line of Credit account.

a. Consumer Loans. Each Consumer Loan that you request and we approve from time to time will be considered a separate Loan transaction that is consummated at the time a Loan Advance Disclosure for each Loan is accepted by you. The terms applicable to your Consumer Loans will be governed by: (i) the Consumer Loan Application; (ii) this Agreement; (iii) the Loan Advance Disclosures provided with each Loan; (iv) a Loan proceeds check endorsement; and (v) other Loan documents required under this Agreement. These Loan documents are incorporated in and integrated as part of this Agreement.

b. Line of Credit. Upon your request and approval by the Credit Union, your Line of Credit will be established as an open-end, revolving Line of Credit. The terms applicable to your Line of Credit account will be governed by: (i) the Consumer Loan Application; (ii) this Agreement; (iii) the Line of Credit Account Disclosure provided at account opening; (iv) a Loan proceeds check endorsement; and (v) other Loan documents required under this Agreement. These Loan documents are incorporated in and integrated as part of this Agreement.

2. Accessing Your Loans & Line of Credit

If more than one person signs this Agreement or one of the Loan documents, your obligations under this Agreement, are joint and several. You and any co-applicant, jointly or alone, may request and receive Loan advances under this Agreement, to suspend further advances, or terminate this Agreement. You may request Loan advances in person, by mail, by telephone or electronic transfer service, or Loan draft to the extent applicable. The Credit Union may disburse Loan proceeds to you directly, to third parties, or to a deposit or share account of yours or any co-applicant in accordance with your instructions.

a. Consumer Loan Advances. You may request and obtain one or more Consumer Loans from the Credit Union from time to time. You will receive a Loan Advance Disclosure at the time of each Loan which will contain specific disclosures regarding Loan amount, interest rate, fees, and security related to the particular advance. You may decline any Loan transaction after receiving the Advance Disclosure without obligation by notifying us within three days after receiving the Advance Disclosure and returning all Loan proceeds to us. However, once you have consummated the Loan transaction by retaining or using the Loan proceeds, you may no longer decline the Loan transaction.

b. Line of Credit Advances. You may request and obtain a Line of Credit account from the Credit Union. You will receive Line of Credit Account Disclosures at the time your account is opened which will contain specific disclosures regarding interest charges, fees, and terms related to the account. At the time of your initial Line of Credit advance, you will receive Line of Credit Advance Disclosures which will contain specific disclosures regarding your approved credit limit, payment terms, and security related to the account. For a Line of Credit account, you may access credit on your account up to your approved

credit limit, prepay any portion of the balance, and request subsequent advances from time to time without limitation, provided you are not in default. The approved credit limit for a Line of Credit account is the maximum amount you may draw upon at any time under that account without getting specific approval for additional Line of Credit advances. If you overdraw a deposit account of yours, you agree we may treat that transaction as a request for an advance and your authorization to transfer funds in increments of \$100 to cover such overdraft.

3. Payment Terms

a. Promise to Pay. You promise to pay the Credit Union all Loan or Line of Credit advances, interest, fees and charges and other amounts due in accordance with this Agreement.

b. Payment Methods. You may make payments on your Consumer Loan or Line of Credit by automatic transfer from shares, payroll deduction, or by direct payment, as applicable. If you make automatic transfer payments, you are responsible for maintaining adequate funds in your account to satisfy your payments. If the Credit Union does not receive your payroll deduction, the Credit Union will not waive your payment requirement and you remain responsible for making timely payments. You may pay all or any portion of your account at any time without penalty, but any such prepayment will not relieve you of your obligation to make the required minimum payments. After your loans are paid, the Credit Union may deposit payroll deduction amounts to your share account unless otherwise notified.

c. Periodic Payments. For Consumer Loans, you agree to make the Periodic Payment as specified on the Loan Advance Disclosure by the due date specified by the Credit Union. In addition to the Periodic Payment, you agree to pay all amounts past due, including any late fees, immediately. For line of credit accounts, your Periodic Payment will equal \$25 for each \$1000 (or portion of \$1000) of the principal balance outstanding after your most recent advance.

d. Crediting Payments. Payments received at any office of the Credit Union prior to any posted transaction cutoff hours will be credited as of the day they are received and processed. Payments received after a transaction cutoff hour may not be credited until the next business day. All payments will be credited first to accrued interest, then to fees and charges, and finally to the outstanding principal balance of your Loan or Line of Credit.

4. Interest Charges

a. When Interest Accrues. Each Consumer Loan or Line of Credit advance will accrue interest beginning on the date the advance is posted to your account. Interest will continue to accrue on your account until the entire outstanding balance is paid in full. Loan advances deposited to a deposit account will be subject to interest from the date of deposit even if the funds are not withdrawn immediately.

b. How to Determine Interest. You will pay interest based on the unpaid principal balance of your Loan or Line of Credit. The unpaid principal balance is the outstanding account balance which remains unpaid at the close of business each day after all transactions for the day have been posted. The interest based on your unpaid principal balance is computed by multiplying that balance by a Periodic Rate and multiplying by the number of days since the last payment or credit. To get the Periodic Rate, we divide the interest rate by 365.

c. Interest Rate. The interest rate for each Loan will be set forth on the Loan Advance Disclosure. For Line of Credit accounts, the interest rate will be set forth on the Line of Credit Advance Disclosure. The Credit Union may change the rates it offers from time to time.

TRAILHEAD FEDERAL CREDIT UNION • CONSUMER LOAN AGREEMENT

5. Fees and Charges

You agree to pay the fees and costs as set forth on the Loan Advance Disclosure provided with each Loan including any application fee. You agree to pay the fees and costs as set forth on the Line of Credit Account Disclosures.

a. Late Fee. If any Loan payment is seven (7) days past due, you agree to pay a late charge of 10% of the interest due or \$50 whichever is less.

b. Returned Payment Fee. If any Loan payment is returned unpaid for any reason, you agree to pay a returned payment fee of \$25.

c. Transfer Fee. If we make an overdraft advance and transfer funds to a deposit account of yours, you agree to pay a \$3 transfer fee.

d. Collection Costs and Attorney Fees. If you are in default under the terms of this Agreement, you agree to pay the Credit Union's costs in enforcing this Agreement and collecting any amounts you owe. The Credit Union's costs include, to the extent permitted by applicable law, reasonable attorney fees if the Credit Union hires an attorney, and legal expenses incurred whether or not a lawsuit is commenced, plus any court costs and all other reasonable sums allowed by law. Attorney fees and legal expenses include those related to bankruptcy proceedings (including efforts to modify or vacate any automatic stay), trials, appeals, and any anticipated post-judgment collection actions. You agree that all collection costs and attorney fees incurred by the Credit Union are secured in accordance with this Agreement.

e. Voluntary Credit Insurance. We may offer Voluntary Credit Insurance to you. Voluntary Credit Insurance is not necessary to obtain credit. If you purchase Voluntary Credit Insurance from us, you authorize us to add the fees or insurance charges monthly to your Loan balance and charge you interest on the entire balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

6. Events of Default

You will be in default if any of the following happen:

- a.** You fail to make any payment when due;
- b.** You break any promise you have made to the Credit Union in this or any agreement with the Credit Union;
- c.** Any other creditor or governmental agency tries to take any of the collateral, including a garnishment of your Credit Union shares;
- d.** The collateral is abandoned, lost, stolen, damaged, sold, borrowed against, levied upon, seized, or attached;
- e.** There is any material adverse change in your financial condition;
- f.** You or any guarantor die, become insolvent, make an assignment for the benefit of creditors, a receiver is appointed, or a petition for bankruptcy is commenced by or against you;
- g.** Any information or representation you make on any application or agreement with the Credit Union is not true; or
- h.** The Credit Union in good faith deems itself insecure.

7. Credit Union Actions

You agree the Credit Union may accept late payments and partial payments and can delay enforcing any of its rights under this Agreement without losing them. The Credit Union's waiver of its rights in one instance does not constitute a waiver of its rights in other instances, or waiver of any other default. You agree the Credit Union may permit a modification, extension, or renewal of any term under this Agreement, or release or substitute collateral or any other person obligated for repayment of this Agreement or any guaranty, and you will remain liable for repayment of your Loan or Line of Credit. The Credit Union may exercise any of its rights under the security agreement and applicable law. In addition, the Credit Union may take other actions as follows:

a. Suspension of Line of Credit Advances. The Credit Union may suspend your ability to draw upon a Line of Credit or use any access device or advance checks, without prior notice to you, under the following conditions: (i) you are in default under this Agreement or any other agreement with the Credit Union; (ii) any credit verification indicates adverse information; (iii) any time the Credit Union reasonably determines the value of the collateral has declined; or (iv) you request a suspension of this account.

b. Acceleration of Loan Balance. Upon default, you waive demand and any notice, including notice of intent to accelerate and notice of acceleration. The Credit Union may declare the entire balance of your loans immediately due, without prior notice.

c. Credit Union Lien/Security Interest. To the extent permitted by applicable law and to the extent of your indebtedness to the Credit Union, the Credit Union has a statutory lien on all your shares, deposits, and accumulated dividends or interest in all of your accounts at the Credit Union. In addition, you grant the Credit Union a security interest in all shares, deposits, and accumulated dividends or interest in all your accounts at the Credit Union, individual or joint, (except Individual Retirement Accounts). In the event that you fail to make any payments due to the Credit Union pursuant to the terms of this or any other agreement with the Credit Union, you authorize the Credit Union to immediately exercise its lien and apply the balance in these accounts to pay any indebtedness to the Credit Union, without further notice to you.

d. Credit Verification. You agree to provide the Credit Union upon request at any time with current financial information, updated employment and credit information, or a new appraisal or valuation of collateral, as permitted by law. You understand that the Credit Union may record such information in its files and rely on it to make decisions about your account. You authorize the Credit Union at any time to release information to any credit bureau, merchant or other financial institution regarding the status and history of your account.

8. Security Agreement

a. Security Interest. You grant the Credit Union a security interest, under the Uniform Commercial Code of the state in which the Credit Union is located, in all collateral described on any Loan Advance Disclosure or Line of Credit Account Disclosure received under this Agreement to secure your loans and Line of Credit account under this Agreement and all your other obligations (except those secured by a dwelling or real property) to the Credit Union. Collateral granted under this Agreement covers your past liabilities to the Credit Union and any liabilities that may arise in the future, regardless of form. These include, but are not limited to, loans for consumer purposes, liability which is sole or joint, absolute or contingent, primary or secondary, purchase money or non-purchase money, and liability under promissory notes, credit cards, open accounts, or overdrafts (but not loans secured by a dwelling or real property). The collateral includes accessions and additions installed in or affixed to the collateral and any proceeds of the collateral. All collateral securing this Loan will secure any extension, renewal, or modification of this Loan and all your other obligations.

b. Maintenance. You agree that collateral securing this Loan will be for personal use and will not be used as a dwelling. Except for our security interest, you own the collateral free and clear. You will not allow any other liens on the collateral, even if they are junior to ours. You agree to maintain the collateral in good working order and repair any damage that affects its value. Except for vehicles, you agree to keep the collateral at your address of record, unless we tell you that you can move it. If the collateral is a vehicle, you will keep it at your present address, except for routine use, and you will not do anything that requires registering the vehicle in another state. You may move the collateral to your new address only if you give the Credit Union the new address in advance. You agree the Credit Union may come upon

TRAILHEAD FEDERAL CREDIT UNION • CONSUMER LOAN AGREEMENT

your premises and inspect the collateral at any reasonable time without notice.

c. Insurance. You agree to keep the collateral insured with casualty and fire coverage satisfactory to the Credit Union, including an acceptable deductible. For vehicles, this means collision insurance and comprehensive insurance with a deductible amount acceptable to the Credit Union. You may provide this insurance through an existing policy or a new policy obtained from anyone you want that is acceptable to the Credit Union, and you agree to provide the Credit Union with proof of that coverage. You agree to name the Credit Union as loss payee. If you fail to pay any liens, buy or maintain insurance, or make repairs to the collateral, we may do so. You agree we may add any insurance or maintenance costs to the amount you owe under this Agreement and may adjust your monthly payments to pay the Loan over its originally scheduled term. The added amounts will bear interest at the rate charged under this Agreement. Insurance we purchase will cover only the Credit Union's interest in the collateral and will not be liability insurance. This security provision also secures those amounts. You understand that all benefits paid by insurance that you or the Credit Union purchases and any insurance refunds or rebates will be applied first to pay the Loan balance.

WARNING - UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY APPLICABLE MANDATORY LIABILITY INSURANCE REQUIREMENTS.

d. Sale of Collateral Upon Default. You may keep and use the collateral while this Agreement is not in default. If you are in default, we will have

all of the rights of a secured party under the Uniform Commercial Code of the state in which the Credit Union is located, in addition to any other rights we may have. Upon request, you agree to make the collateral available to us at a place we designate. You authorize us to take possession of the collateral peaceably, with or without legal process, and sell it. If you are entitled to any notice required by applicable law, you agree that ten calendar days prior notice is enough. Unless you ask us in writing to give you notice at a different address, notice sent to you at your address of record will be sufficient.

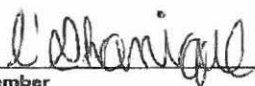
e. Additional Documents and Power of Attorney. You agree to sign any other documents, such as financing statements, applications for certificates of title, and certificates of title, to perfect our security interest. You agree to give us an irrevocable power of attorney to sign your name to title certificate(s) and to apply in your name for the issuance of a certificate or title to any motor vehicle you have given as collateral. To the extent permitted by applicable law, you agree we may endorse any check payable to you, if you refuse, and you waive protest of such action.

9. Amendments.

To the extent permitted by applicable law, you agree the Credit Union may amend the terms of this Agreement from time to time. The Credit Union will notify you of any changes as required by law. Any notice of change in terms required by law will be sent to your address of record. You agree to inform the Credit Union in writing of your current address at all times. The Credit Union will consider this address your address of record. Notices will be mailed to you at the most recent address you have provided the Credit Union in writing. To the extent permitted by law, you agree that notice to any one borrower will be considered as giving notice to all borrowers. No oral statement by any Credit Union officer or employee is included in this Agreement, which may be modified only in writing. For Line of Credit Accounts, changes will apply to existing accounts to the extent set forth in the change in terms notice. For loans, changes will apply to new loans taken after the change becomes effective.

10. Applicable Law

You agree this Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon. If any provision of this Agreement is invalid, the rest of the provisions shall remain valid. If a lawsuit is commenced, you agree to submit to jurisdiction of the courts in the county where you reside.


Member

8-8-17
Date

Co-Borrower

Date

Grantor

Date

Grantor

Date

2017-08-08 17:20

abc 123 >> 15039141800

P 2/3

BILL OF SALE

VOLANTE MOTORS LLC
3234 SE POWELL RD
PORTLAND, OR 97202
971-201-5954

DATE: 8/08/17

STOCK #: 213

PURCHASER INFORMATION:

SALESPERSON:

Name I'SHANIQUE PANKEY	Home Phone 503-869-2446	D.L./State ID # A588392
Name	Work Phone 971-865-0110	State of Issue OR
Street 5016 NE 109TH AVE	Cell Phone	Expiration Date
City, State, Zip PORTLAND, OR 97220	County MULTNOMAH	Date of Birth 03/13/99

VEHICLE INFORMATION:

Year 2012	Make CHEVROLET	Model MALIBU	Color 1	Color 2	Body Type 4DR
VIN 1G1ZB5E06CF141849	Mileage 90731	Cylinders 4	Transmission AUTO	Style LS	Stock # 213

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	VEHICLE PRICE	9,995.00
VIN	Body Type	Mileage		Document Processing Fee*	115.00
Balance Owed To				*The Dealer is charging this fee to prepare documents on your behalf. The fee is not a filing fee or other fee imposed by the government to process title and registration paperwork.	
Balance Owed	0.00	Trade Allowance	0.00	SUBTOTAL	10,110.00
Good Through	Quoted By	Title Fee:		77.00	
Trade #2		Registration/Renewal:		148.00	
				Plate Fee:	N/A
				VIN Inspection Fee:	N/A
				Replacement Fee:	N/A
				Trip Permit Fee:	N/A
				Payoff on Trade-In**	N/A

INSURANCE INFORMATION:

Company	
Agent	
Policy #	Phone

LIEN HOLDER INFORMATION:

Name TRAILHEAD CREDIT UNION	
Street 3354 SE Division St.	
City, State, Zip PORTLAND, OR 97202	

WARRANTY DISCLAIMER

Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

REMARKS:

TOTAL DUE		10,335.00
TRADE-IN ALLOWANCE**	N/A	
DEPOSIT	N/A	
CASH DOWN PAYMENT	1,000.00	

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

TOTAL CREDIT		1,000.00
BALANCE DUE	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Finance	9,335.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller. This Bill of Sale and the related documents that Purchaser signs contemporaneously with this Bill of Sale, including any retail installment contract, contain the entire agreement between Purchaser and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

Volante Motors
3234 SE Powell Blvd.
Portland, Or. 97266

8/08/17

Accepted by Authorized Dealership Representative

Date

[Signature]
 Purchaser

8/08/17

Date

Purchaser

Date

Exhibit 2

Page 1 of 2

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P 3/3

BILL OF SALE

DATE: 8/08/17

STOCK #: 213

SPOT DELIVERY

☒ If this box is checked, the following disclosure applies:

If the purchase of the vehicle described in this Bill of Sale (the "Vehicle") has not been consummated because Purchaser's financing has not been approved by a financial institution on terms agreed to by Purchaser and Seller within fourteen (14) days after the date of this Bill of Sale, Seller acknowledges and agrees that, if this Contract shows a Trade-In, Seller does not have the right to sell or otherwise dispose of the Trade-In before financing of the purchase of the Vehicle is approved. If the purchase of the Vehicle is not consummated due to the inability of Seller to obtain approved financing on the terms agreed to by Purchaser and Seller:

- (a) Seller will provide written notice by first class mail to Purchaser that financing was unavailable, requesting that Purchaser return the Vehicle, and rescinding Seller's obligation to sell the Vehicle and purchase any Trade-In Vehicle;
- (b) Seller will immediately return the Trade-In to Purchaser along with all other items of value received from Purchaser;
- (c) Purchaser will immediately return the Vehicle to Seller, and, under Oregon law, Purchaser is liable to Seller for:
 - i. The fair market value of (1) damage to the Vehicle, (2) excessive wear and tear on the Vehicle, or (3) any other loss related to the Vehicle occurring between the date Purchaser takes possession of the Vehicle and the date Purchaser returns the Vehicle to the Seller's custody; and
 - ii. If, within fourteen (14) days of the date Purchaser takes possession of the Vehicle, the Seller sends notice to Purchaser as stated above that financing is unavailable, a mileage fee in an amount equal to the rate per mile allowed under federal law as a deduction for federal income tax purposes for an ordinary and necessary business expense, multiplied by the number of miles driven in the Vehicle since Purchaser took possession of the Vehicle, unless Purchaser returns the Vehicle within five (5) days of the notice from Seller stated above, in which case Purchaser will only be responsible for mileage fee (as calculated above) for miles driven in the Vehicle for the first fourteen (14) days after Purchaser took possession of the Vehicle.
- (d) Purchaser must make arrangements with Seller to satisfy any liabilities described in section (c) above.

I acknowledge receiving and understanding the notice above.

Chenier
Purchaser

8-8-17
Date

Purchaser Date

YIELD SPREAD PREMIUM

☐ If this box is checked, the following disclosure applies:

If Seller has arranged financing for Purchaser, Seller may receive additional compensation from Purchaser for arranging the financing which may be in the form of a fee or additional loan points.

Interest rates quoted by Seller may be negotiable.

I acknowledge receiving and understanding the notice above.

Purchaser Date

Purchaser Date

LEMON LAW BUYBACK

☐ If this box is checked, the following disclosure applies:

This vehicle was repurchased by its manufacturer in accordance with Oregon's consumer warranty law because of a defect in the vehicle. The title to this vehicle has been permanently inscribed with the notation "Lemon Law Buyback."

I acknowledge receiving and understanding the notice above.

Purchaser Date


Purchaser Date

311909492 - Trailhead Federal Credit Union

Friday, May 4, 2018 3:47 PM CT

Capture Date	Sequence	Check #	Amount	Debit /Credit	Stop Return	Statement Date	Branch #
8/9/2017	92462418	145566	\$9,335.00	D	0	8/31/2017	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES INCLUDED - DETAILS LISTED ON REVERSE.



221 NW Second Avenue
Suite 100
Portland, OR 97209

tel 503.220.2592
fax 503.228.6770
trailheadcu.org

CATALYST CORPORATE FCU
PLANO, TX 75024

CU SERVICE CENTERS
The Member's Ready Financial Partner

88-9051
3115

No. 0000145566

08/08/17

\$9,335.00

PAY TO THE ORDER OF \$9,335 Dollars 00 Cents

To The Order Of: VOLANTE MOTORS LLC

REFERENCE: VIN#1G1ZB5E06CF141849 T'SHANIQUE PANKEY

Jerry Lee Johnson
Authorized Signature

Void After Six Months

⑈0000145566⑈ ⑆31199051⑆ ⑆15980311909492⑈

Trailhead Federal Credit Union is an Equal Opportunity Lender. We do not discriminate on the basis of race, color, sex, religion, national origin, age, marital status, or handicap in any of our programs or services. If you believe you have been discriminated against, please contact the Equal Housing Opportunity Officer at (503) 220-2592.

88-9051 3115
E 8554 ID 453 PKT 01
4272412532

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE:

CERTIFICATE OF SERVICE

I hereby certify that I served, the foregoing Answer of Trailhead Federal Credit Union upon on the following named persons:

Mario R. Nicholas
2300 S.W. First Avenue, Suite 200
Portland, OR 97201-5047
of Attorneys for Hudson Insurance Company

Ron Green
Lobel Financial Corporation
1150 N. Magnolia Avenue
Anaheim, CA 92801-2604
of Attorneys for Lobel Financial Corporation

by mailing a full, true and correct copy thereof in a sealed, first class postage-paid envelope and addressed to the attorney as shown above, the last-known office address of the attorney and deposited with the US Postal Service at Lake Oswego, Oregon on the date set forth below.

DATED this 13th day of June 2018.

SCARBOROUGH, McNEESE
OELKE & KILKENNY, P.C.

By: s/ Peter C. McCord
Peter C. McCord, OSB No. 721570
Five Centerpointe Drive, Suite 240
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Credit Union